

**OSTER**  
**Researching Services**  
12897 Colonial Dr. • Mt. Airy, Md. 21771  
301-253-6040

1-095A001

April 5, 1991

*10021-A*  
RECORDED TO FILE

APR 5 1991 - 8 40 AM

INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee  
Recordations Unit  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Ms. Lee:

Please find enclosed a Supplemental Agreement dated June 1, 1981, which terminates ICC Recordation #10021, a Security Agreement between the following parties:

Secured Party: Mercantile National Bank at Dallas  
Dallas, TX

Debtor: Wayne Harbin  
Houston, TX

The Note, dated December 2, 1980, (original Note was dated 12/29/78 with several renewals) was paid in full on June 1, 1981, as indicated by the attached documents. The equipment involved in this transaction is listed on Exhibit A. Please file this agreement as ICC Recordation #10021-A. The filing fee of \$15 is enclosed.

Thank you for your assistance.

Sincerely,

*Mary A Oster*

Mary Ann Oster  
Research Consultant

Enclosures

*C. Oster*  
*Mary A Oster*

APR 16 1991

10026A

APR 5 1991 - 8 40 AM

INTERSTATE COMMERCE COMMISSION

MRH 45/3 536-3487405-0-850300 WAYNE D. HARBIN

**MERCANTILE NATIONAL BANK AT DALLAS**

**COMMERCIAL NOTE**

December 2, 1980

FOR VALUE RECEIVED, I, WE, OR EITHER OF US, PROMISE TO PAY TO THE ORDER OF MERCANTILE NATIONAL BANK AT DALLAS ("BANK") AT ITS BANKING OFFICES AT DALLAS, TEXAS, 181 DAYS AFTER DATE THE SUM OF \$ 250,000.00

TWO HUNDRED FIFTY THOUSAND AND NO/100----- DOLLARS

WITH INTEREST THEREON FROM \_\_\_\_\_ DATE \_\_\_\_\_ TO MATURITY AT THE FOLLOWING ANNUAL RATE OF INTEREST (WHICHEVER IS CHECKED):

☐ \_\_\_\_\_ % **OR** ☒ Bank Prime + 1 1/2 % fluctuating with prime ☒ daily \*on ☐ monthly\* ☐ quarterly\*

**AT MATURITY**

ACCRUED INTEREST PAYABLE \_\_\_\_\_ UNPAID PRINCIPAL AND INTEREST, AFTER MATURITY, SHALL BEAR INTEREST AT THE HIGHEST LAWFUL CONTRACT RATE UNTIL PAID. IN NO EVENT SHALL INTEREST EXCEED THE HIGHEST LAWFUL CONTRACT RATE, PER 12 U.S.C. § 85.

EACH OF THE MAKERS, SURETIES, ENDORSERS, AND GUARANTORS OF THIS NOTE HEREBY (I) WAIVES ALL NOTICES, PRESENTMENT, PROTEST AND DILIGENCE IN COLLECTION; (II) CONSENTS WITHOUT FURTHER NOTICE TO ANY RENEWALS, EXTENSIONS, DEFERRALS OR PARTIAL PAYMENTS, EITHER BEFORE OR AFTER MATURITY; (III) AGREES TO PAY JOINTLY AND SEVERALLY TO THE HOLDER OF THIS NOTE AN ADDITIONAL REASONABLE AMOUNT (WHICH IN NO EVENT SHALL BE LESS THAN TEN PERCENT (10%) OF THE AMOUNT THEN OWING HEREON) AS ATTORNEYS' OR COLLECTION FEES IF THIS NOTE IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION, OR IF IT IS COLLECTED THROUGH BANKRUPTCY, PROBATE, OR OTHER JUDICIAL PROCEEDINGS; AND (IV) GRANTS TO THE HOLDER OF THIS NOTE THE RIGHT TO SET OFF AGAINST THIS NOTE AND ALL OF SUCH PERSON'S OTHER LIABILITIES TO THE HOLDER, ALL MONEY OR PROPERTY IN THE POSSESSION, CONTROL OR CUSTODY OF SUCH PERSON, THE HOLDER MAY, AT ITS OPTION AND WITHOUT NOTICE TO ANY PERSON, ACCELERATE THE MATURITY OF THIS NOTE IF DEFAULT OCCURS IN THE PUNCTUAL PAYMENT OF INTEREST OR PRINCIPAL WHEN DUE OR IF AT ANY TIME THE HOLDER SHALL DEEM ITSELF INSECURE. HOLDER'S RIGHTS AND REMEDIES HEREIN ARE CUMULATIVE. THE LAWS OF TEXAS SHALL GOVERN THIS NOTE.

Address 1700 West Loop South, Ste. 1500

City Houston ZIP 77027

Due 6-1-81 PHONE 713-877-8040

Wayne D. Harbin  
DALLAS, TEXAS

F-2 REV. 576

Sworn and subscribed to me this 3rd day of April, 1991  
This is a true copy of the original

JEANNETTE H. SUTTLE  
NOTARY PUBLIC STATE OF TEXAS  
MY COMMISSION EXPIRES 8-20-94

Jeannette H. Suttle

CMF 536 3487405 260302 HARBIN, WAYNE D.

**MERCANTILE NATIONAL BANK AT DALLAS**

**COMMERCIAL NOTE**

DECEMBER 28, 1979

FOR VALUE RECEIVED, I, WE, OR EITHER OF US, PROMISE TO PAY TO THE ORDER OF MERCANTILE NATIONAL BANK AT DALLAS ("BANK") AT ITS BANKING OFFICES AT DALLAS, TEXAS, 6 MONTHS AFTER DATE THE SUM OF \$ 200,000.00

TWO HUNDRED THOUSAND AND NO/100----- DOLLARS

WITH INTEREST THEREON FROM \_\_\_\_\_ DATE \_\_\_\_\_ TO MATURITY AT THE FOLLOWING ANNUAL RATE OF INTEREST (WHICHEVER IS CHECKED):

☒ 13 % **OR** ☐ Bank Prime + \_\_\_\_\_ % fluctuating with prime ☐ daily \*on ☐ monthly\* ☐ quarterly\*

**AT MATURITY**

ACCRUED INTEREST PAYABLE \_\_\_\_\_ UNPAID PRINCIPAL AND INTEREST, AFTER MATURITY, SHALL BEAR INTEREST AT THE HIGHEST LAWFUL CONTRACT RATE UNTIL PAID. IN NO EVENT SHALL INTEREST EXCEED THE HIGHEST LAWFUL CONTRACT RATE, PER 12 U.S.C. § 85.

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Address 1700 W. LOOP SOUTH SUITE 1500

City HOUSTON, TX. ZIP 77027

Due 6-28-80 PHONE \_\_\_\_\_

Wayne D. Harbin  
DALLAS, TEXAS

F-2 REV. 179

Sworn and subscribed to me this 3rd day of April, 1991  
This is a true copy of the original

JEANNETTE H. SUTTLE  
NOTARY PUBLIC STATE OF TEXAS  
MY COMMISSION EXPIRES 8-2-

Jeannette H. Suttle

EXHIBIT A  
RAILWAY EQUIPMENT

<u>RIMX No.</u>	<u>Gallon Capacity</u>	<u>Type</u>	<u>Lessee</u>
2282	23,500	111A100W3	Atlas Processing
2283	23,500	111A100W3	Monsanto
2284	23,500	111A100W3	Sun. Oil
2285	23,500	111A100W3	Borden
2286	23,500	111A100W3	Reilly Tar
2287	23,500	111A100W3	Gulf Oil
2288	23,500	111A100W3	Gulf Oil
2289	23,500	111A100W3	Gulf Oil
2290	23,500	111A100W3	Shell Oil
2291	23,500	111A100W3	Mobay
3888	34,000	105A300W	Philipp Brothers
3889	34,000	105A300W	Philipp Brothers
3890	34,000	105A300W	Philipp Brothers
3891	34,000	105A300W	Philipp Brothers
12674	23,500	111A100W3	Cosden
12675	23,500	111A100W3	Cosden
12676	23,500	111A100W3	Cosden
12677	23,500	111A100W3	Cosden
12678	23,500	111A100W3	Cosden
12679	23,500	111A100W3	Cosden
12680	23,500	111A100W3	Cosden
12681	23,500	111A100W3	Cosden
12682	23,500	111A100W3	Cosden
12683	23,500	111A100W3	Cosden

Sworn and subscribed to me this 3rd day of April, 1991  
This is a true copy of the original

JEANNETTE H. SUTTLE  
NOTARY PUBLIC STATE OF TEXAS  
MY COMMISSION EXPIRES 8-20-94

*Jeannette H. Suttle*

**Interstate Commerce Commission**  
Washington, D.C. 20423

4/5/91

OFFICE OF THE SECRETARY

Mary Ann Oster

Research Consultant

Oster Research ing Services

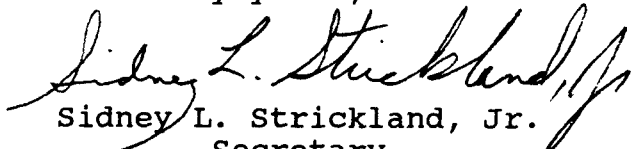
12897 Colonial Dr.

MT Airy MD. 21771

Dear Sir:

The enclosed dcoument(s) was recorded pursuant to the provisions of Section 11303 of the Insterstate Commerce Act, 49 U.S.C. 11303, on 4/5/91 at 8:40am , and assigned recordation number(s). 10021-A

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

*Release*

*10021-A*

APR 5 1991 - 8 40 AM  
INTERSTATE COMMERCE COMMISSION

CMF 53 699 3487405 260301 HARBIN, WAYNE D.

**MERCANTILE NATIONAL BANK AT DALLAS** **COMMERCIAL NOTE**

JUNE 29 1979

FOR VALUE RECEIVED, I, WE, OR EITHER OF US, PROMISE TO PAY TO THE ORDER OF MERCANTILE NATIONAL BANK AT DALLAS ("BANK") AT ITS BANKING OFFICES AT DALLAS, TEXAS, 182 DAYS AFTER DATE THE SUM OF \$ 400,000.00

R FOUR HUNDRED THOUSAND AND NO/100----- DOLLARS

WITH INTEREST THEREON FROM \_\_\_\_\_ DATE \_\_\_\_\_ TO MATURITY AT THE FOLLOWING ANNUAL RATE OF INTEREST (WHICHEVER IS CHECKED):

☒ 10.5 % **Fixed Rate** OR ☐ Bank Prime + \_\_\_\_\_ % **fluctuating with prime**

☒ daily \*on ☐ monthly\* ☐ quarterly\*

**AT MATURITY**

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EACH OF THE MAKERS, SURETIES, ENDORSERS, AND GUARANTORS OF THIS NOTE HEREBY (I) WAIVES ALL NOTICES, PRESENTMENT, PROTEST AND DILIGENCE IN COLLECTION; (II) CONSENTS WITHOUT FURTHER NOTICE TO ANY RENEWALS, EXTENSIONS, DEFERRALS OR PARTIAL PAYMENTS, EITHER BEFORE OR AFTER MATURITY; (III) AGREES TO PAY JOINTLY AND SEVERALLY TO THE HOLDER OF THIS NOTE AN ADDITIONAL REASONABLE AMOUNT (WHICH IN NO EVENT SHALL BE LESS THAN TEN PERCENT (10%) OF THE AMOUNT THEN OWING HEREON) AS ATTORNEYS' OR COLLECTION FEES IF THIS NOTE IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION, OR IF IT IS COLLECTED THROUGH BANKRUPTCY, PROBATE, OR OTHER JUDICIAL PROCEEDINGS; AND (IV) GRANTS TO THE HOLDER OF THIS NOTE THE RIGHT TO SET OFF AGAINST THIS NOTE AND ALL OF SUCH PERSON'S OTHER LIABILITIES TO THE HOLDER, ALL MONEY OR PROPERTY IN THE HOLDER'S POSSESSION HELD FOR OR OWED TO SUCH PERSON. THE HOLDER MAY, AT ITS OPTION AND WITHOUT NOTICE TO ANY PERSON, ACCELERATE THE MATURITY OF THIS NOTE IF DEFAULT OCCURS IN THE PUNCTUAL PAYMENT OF INTEREST OR PRINCIPAL WHEN DUE OR IF AT ANY TIME THE HOLDER SHALL DEEM ITSELF INSECURE. ALL RIGHTS AND REMEDIES HEREIN ARE CUMULATIVE. THE LAWS OF TEXAS SHALL GOVERN THIS NOTE.

ADDRESS 1700 WEST LOOP SOUTH, SUITE 1500

CITY HOUSTON, TEXAS ZIP 77027

DATE 12-28-79 PHONE \_\_\_\_\_

**RENEWED**  
DEC 3 DEC 3 1979  
*J. Harlin*

F-2 REV. 578

*Sworn and subscribed to me this 3<sup>rd</sup> day of April 1991  
This is a true copy of the original.*

JEANNETTE H. SUTTLE  
NOTARY PUBLIC STATE OF TEXAS  
MY COMMISSION EXPIRES 8-20-94

*Jeannette H Suttle*

REGISTRATION NO. \_\_\_\_\_ REG. 145

APR 5 1991 - 8 40 AM

INTERSTATE COMMERCE COMMISSION

336 690-3487405-260300

HARBIN, WAYNE D.

**MERCANTILE**  
NATIONAL BANK AT DALLAS

**COMMERCIAL NOTE**

DECEMBER 29, 1978

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FOUR HUNDRED THOUSAND AND NO/100

DOLLARS

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☐ 10 1/2 %  
Fixed Rate

OR

☐ Bank  
Prime + \_\_\_\_\_ %

fluctuat-  
ing with  
prime

☐ daily \*on  
☐ monthly\*  
☐ quarterly\*

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ADDRESS 1700 West Loop South, Ste. 1500

CITY Houston, Texas ZIP 77027

DUE 6-29-79 PHONE 713 877 8040

*Wayne D. Harbin*  
**REVIEWED**  
JUL 17 1979

F-2 REV. 576

/mc

*Sworn and subscribed to me this 3<sup>rd</sup> day of April 1991  
This is a true copy of the original*

**JEANNETTE H. SUTTLE**  
NOTARY PUBLIC STATE OF TEXAS  
MY COMMISSION EXPIRES 8-20-94

*Jeannette H. Suttle*